

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MID-AMERICA CARPENTERS
REGIONAL COUNCIL, et al.,

Plaintiffs,

v.

BUILDPRO STL CONSTRUCTION,
INC.,

Defendant.

No. 4:22 CV 221 CDP

MEMORANDUM AND ORDER

Plaintiffs filed this action on February 23, 2022, to recover from defendant Buildpro STL Construction, Inc., delinquent fringe benefit contributions owed to the plaintiff benefit funds pursuant to the Employee Retirement Income Security Act, 29 U.S.C. § 1132(g)(2) (ERISA), and the Labor Management Relations Act, 29 U.S.C. § 185 (LMRA). The complaint alleges that defendant failed and refused to make all obligated contributions to the funds that were due under the collective bargaining agreement between the defendant and its employees' union and, further, failed to forward to the union all the deducted dues. Plaintiffs are the union and employee benefit plans, as well as the trustees, sponsors, and/or fiduciaries of the various funds.

The Clerk of Court entered an order of default against the defendant on April

8, 2022 (ECF 8), after which, on plaintiffs’ motion, I entered a default order of accounting (ECF 9). Plaintiffs now move for default judgment and have submitted the affidavits of Brad Soderstrom and Greg A. Campbell in support of their motion.

When the Clerk of Court has entered default against a defendant, the “allegations of the complaint except as to the amount of damages are taken as true.” *Mueller v. Jones*, No. 2:08CV16 JCH, 2009 WL 500837, at *1 n.2 (E.D. Mo. Feb. 27, 2009) (quoting *Brown v. Kenron Aluminum & Glass Corp.*, 477 F.2d 526, 531 (8th Cir. 1973)). Accordingly, in deciding the present motion for default judgment, I accept as true the factual allegations contained in the plaintiffs’ complaint together with those affidavits presented in the plaintiffs’ motion and memorandum in support as they relate to plaintiffs’ damages and prayer for relief.

Under ERISA, 29 U.S.C. §§ 1132(g)(2) and 1145, and under the applicable collective bargaining agreement, defendant Buildpro STL Construction, Inc., owes \$29,112.43 in delinquent fringe benefit contributions. The collective bargaining agreement and ERISA, 29 U.S.C. § 1132(g)(2), also require the defendant to pay plaintiffs’ attorneys’ fees and costs, as well as audit costs. Plaintiffs incurred \$2115.50 in attorneys’ fees and \$501.54 in court costs. Plaintiffs also incurred \$2435.00 in accounting costs. Based on the evidence presented, the Court finds that the services performed by plaintiffs’ attorneys and accountants were

reasonable and necessary to the litigation of this case, that the rates charged were reasonable, and that the amount sought for attorneys' fees and accounting costs is reasonable.


Based on plaintiffs' allegations and the affidavits and documentation submitted, plaintiffs are entitled to the relief requested.

Accordingly,

IT IS HEREBY ORDERED that plaintiffs' Motion for Default Judgment [30] is **GRANTED**, and plaintiffs shall recover from defendant BuildPro STL Construction, Inc., the sum of \$34,164.47, which comprises the following:

- \$29,112.43 in delinquent fringe benefit contributions;
- \$2115.50 in attorneys' fees;
- \$501.54 in costs; and
- \$2435.00 in audit fees.

A separate default judgment is entered herewith.


CATHERINE D. PERRY
UNITED STATES DISTRICT JUDGE

Dated this 10th day of March, 2023.